



Town of Nantucket

REQUEST FOR PROPOSALS FOR UPDATE HARBORS ACTION PLAN

The Town of Nantucket invites qualified responders to submit a proposal to provide inventory and analysis of harbor resources and uses, identify harbor issues, develop harbor goals objectives, policies and implementation plans, all as related to updating the 1993 "Nantucket and Madaket Harbors Action Plan".

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Proposals will be accepted at the Town of Nantucket, Selectmen's Office, 16 Broad Street, Nantucket, MA 02554, until 3:00 pm EST on June 24, 2005. Three (3) copies of the proposal are required.

Price and Non-Price (technical) proposals must be submitted in separate envelopes that are sealed and clearly marked:

Price Proposal for Harbor Action Plan Update

Non-Price (technical) Proposal for Harbor Action Plan Update

2. The proposals will be available to the public after the evaluation is complete.
3. Award date. Award will be made within forty-five (45) days after proposal opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
4. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed to all companies and individuals on record as having requested the RFP.
5. Questions concerning this RFP, must be submitted in writing to: Colleen Donnelly, Town Administration, 16 Broad Street, Nantucket, MA 02554 before 3:00 PM on June 13, 2005. Questions may be delivered, mailed, faxed, or emailed (cdonnelly@nantucket-ma.gov). Written responses will be mailed, emailed, or faxed to all parties on record as having requested the RFP.
6. Responses may be modified, corrected or withdrawn only by written notice received by the Town of Nantucket prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original RFP response.

Negligence on the part of the responder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

7. The Town of Nantucket reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.
8. The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of Nantucket. All plans, specifications and other documents resulting from this contract shall become the property of the Town of Nantucket. Unless specifically exempt under the Massachusetts public records law, the Town has the right to disclose information contained in proposals.
9. Responders must be willing to enter into the Town of Nantucket's standard form of contract.
10. The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G. L. c. 30B.
11. Proposals received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
12. Any submittals received after the advertised date and time for opening will be returned to the responder unopened.
13. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
14. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).
15. Unexpected closures. If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 3:00 PM on the next normal business day. Submittals will be accepted until that date and time.
16. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified MBE/DBE/WBE firms.
17. Responders should be aware that many overnight mailing services do not guarantee service to Nantucket.
18. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFP.

II. SCOPE OF WORK.

The primary purpose of this project is to update the existing 1993 *Nantucket and Madaket Harbors Action Plan*. The Successful Proposer shall review the existing *Harbors Action Plan*, conduct meetings with staff, conduct public hearings, and perform necessary research and information gathering to provide inventory and analysis of harbor resources and uses, identify harbor issues, and develop harbor goals objectives, policies and implementation plans.

Background

In 1993, a group of citizens and Town departments, in consultation with the University of Rhode Island and Massachusetts Coastal Zone Management, developed the current *Nantucket and Madaket Harbors Action Plan*. In 2004, following an unsuccessful Town Meeting warrant article to acquire a significant harbor-front property known as “The Boatyard”, there was considerable community support to update the 1993 *Harbors Plan*. The Town requested and obtained funding from the Seaport Advisory Council to develop an update.

Since 1993, harbor uses have changed in many ways, including:

Commercial interests: Competing commercial uses of Nantucket’s two major harbors have increased significantly since 1993. The introduction of fast ferry service from Hyannis represents an increase of over thirty (30) transits a day into and from Nantucket Harbor. Other passenger carrying vessels and freight vessel transits have increased to twenty-four (24) per day with additional freight barges carrying gravel, modular buildings and fuel equaling another six to eight (6-8) transits per week. Homeland security efforts have resulted in the need for fuel barge and other vessel escorts when threats to national security levels have risen. Coastal cruise ships also now make scheduled visits to Nantucket seasonally, which increases pressure on the Town’s infrastructure and natural resources.

Recreational interests: The number and size of recreational boats (both local and visitors) has increased from eight hundred (800) to over thirty-four hundred (3,400) during the busy summer months. This increase has filled all available mooring areas to capacity. In an effort to best comply with the 1993 Federal No-Discharge Zone mandate; and, for Nantucket to maintain a high level of harbor water quality, a monumental effort is made annually to remove over 120,000 gallons of effluent – more than any other community on the East Coast.

Economic interests: The island’s real estate market and economy have also changed dramatically in the past 13 years. Waterfront property has become extraordinarily valuable. Many more houses are being built and located closer to the shoreline. In an effort to protect our valuable resources while maintaining public access, there have been several initiatives regarding the protection of harbor water quality and the commercial shellfish industry. Nantucket has been able to sustain a viable commercial bay scallop fishery for the past six (6) years, landing an average of 15,000 bushels annually. In 2004-2005 the Nantucket fishery produced over 32,500 bushels of scallops valued at over \$2,000,000. This fishery is truly a winter industry, supporting many local residents. Since these dollars are spent on Nantucket and taking into account the trickle down effect, the scallop industry puts approximately \$10,000,000 into the Nantucket economy.

Included in some of the above referenced initiatives are: the development of a Comprehensive

Wastewater Management Plan (“CWMP”) addressing management of the island’s wastewater disposal demands; a new sewage treatment facility has been constructed in ‘Sconset; an upgrade and expansion of the existing Surfside wastewater treatment facility is expected by 2008; one of the current goals adopted by the Board of Selectmen on May 4, 2005 is to “Improve and Protect our Water”; a stormwater remediation plan has been developed and critical outfall points have been identified for improvement/correction; the Town has been the recipient of several Coastal Pollution Remediation grants for storm water projects including construction of a pocket wetland that collects and treats road run-off. Nantucket was also one of the first communities to be accepted into the SMAST (School of Marine Science & Technology of UMASS Dartmouth) Estuaries Project, which will be recommending a Total Maximum Daily (nutrient) Load (TMDL) for Nantucket’s water bodies.

Scope of Work

The Successful Proposer shall be expected to perform and accomplish the following tasks related to completely updating the 1993 *Nantucket and Madaket Harbors Action Plan*:

- Review the 1993 *Harbors Action Plan*;
- Attend initial meeting with Town Administrator and staff to discuss scope of work, time table for public meetings, etc.;
- Work closely with Marine Department, Planning Department, Conservation Commission Department staff to gather update information, statistics; Work with outside organization as necessary to gather updated information and statistics;
- Prepare complete, chapter by chapter summary report of *1993 Harbors Action Plan* as to what has and has not been accomplished; identify any items that may no longer be relevant for staff review;
- Update statistics, tables, figures, maps as necessary; provide new figures, maps table of new pertinent information or newly identified areas for updated *Harbors Action Plan*;
- Conduct 6 to 8 public meetings — engage the public and acquire public input through a series of public meetings to be held throughout the summer; provide summaries of input gathered at meetings to Town for review;
- Identify specific issues of public concern; identify and develop means by which the Town can address these concerns, include in Action Plan;
- Identify specific, desired use(s) of the harbor(s) along with an action plan to maintain/create uses;
- Identify specific, undesired use(s) of the harbor along with an action plan to legally prohibit them;
- Identify homeland security needs and develop action plan to implement security;
- Identify what, if any, zoning and/or wetlands bylaw amendments should be considered to better regulate activities along the shoreline, protect water quality, and maintain public access. Present specific proposed bylaw amendments in updated *Action Plan*;
- Submit draft of updated *Harbors Plan* to Town Administrator and Harbor Superintendent for review by Town Officials and Legal Counsel, no later than September 15, 2005;

- Attend one or two meetings with Town officials to discuss draft report, report conclusions, recommendations, and changes. Revise report pursuant to all comments from Town officials and legal counsel;
- Submit final updated *Nantucket and Madaket Harbors Action Plan* report to Board of Selectmen by October 15, 2005. Entire report shall be submitted electronically: main text shall be a word processing document (preferably Microsoft Word), the entire updated report shall be provided in pdf format; and ten (10) hard copies shall be provided;
- Conduct a presentation at Board of Selectmen meeting – review process, findings, recommended actions of updated *Nantucket and Madaket Harbors Action Plan*;

III. FORM OF PROPOSAL.

The Proposer shall submit in separate, clearly identified, sealed envelopes a Non-Price (technical) Proposal (an original and two copies) and Price Proposal (an original and two copies).

First, the Town shall open and evaluate the non-price proposals according to Section IV of this RFP. Then the Town shall open the price proposals, and select the most advantageous proposal based on proposal ratings and the proposal prices.

A. Non-Price (Technical) Proposal

The non-price proposal shall consist of all materials and information, other than price, required in this RFP. The non-price proposal shall include a Plan of Service that details the following:

- (a) Company history and qualifications to perform work, resumes of the three highest-level staff persons;
- (b) Summary of experience, education, and skills of key personnel proposed to be assigned to this project (Any changes of the proposed contractor key personnel must be with the approval of the Town of Nantucket;
- (c) Description of all municipal harbor action plans/reports or watershed action plans/reports which have been developed by the Proposer;
- (d) Familiarity with Nantucket zoning bylaws and Nantucket wetland bylaws;
- (e) Details regarding proposed methods and technical approach and implementation plan for successfully collecting information and updating *Harbors Action Plan*, addressing items listed in Scope of Work (above);
- (f) Details regarding computer/technical capabilities in creating report, presenting information to the public, and presenting the final updated *Harbors Action Plan* to the Board of Selectmen.
- (g) Proposed schedule of work for meeting with staff, holding public meetings, presenting draft updates, and final submission and presentation to the Board of Selectmen of *Action Plan* update;

B. Price Proposal Requirements

The price proposal shall consist of a lump sum cost to provide all services in the Scope of Work. There shall be no reimbursable expenses. Proposer should include travel, lodging, administrative cost, etc, when proposing the lump sum price.

The Proposer shall itemized the lump sum cost in the following manner:

- Estimated number of man-hours divided into key personnel, managerial personnel and support personnel.
- Estimated travel and per diem costs.
- Estimated subcontracting cost.
- Estimated indirect expenses including reproduction, shipping, mailing, printing, etc.

VI. PROPOSAL EVALUATION PROCEDURE.

Town Administration will evaluate proposals according to the quality requirements contained below. Submittals failing to comply with one or more of the quality requirements stated below shall be disqualified from further consideration.

Submittals that comply with the quality requirements will be further evaluated based on the comparative criteria detailed below. Each proposal will be assigned a rating for each comparative criterion and a composite rating.

Three finalists will be identified from the evaluation of comparative criteria. The Town will rank these finalists. Price proposal will then be considered. The Town will negotiate a contract with the highest ranked finalist who proposes a price within the Town's budgeted amount. The Town reserves the right to reject any and all proposals if such rejection is in its best interest.

Quality Requirements

- The proposer must have developed and delivered similar harbor/watershed/waterway reports for municipal, city, county, or state government.
- Proposer must have been in business for a minimum of five (5) years.
- Staff with degrees in Marine Biology and with harbor/waterway/watershed management expertise.

Comparative Criteria

HA – Highly Advantageous

A – Advantageous

NA – No Advantageous

Relevant experience of the proposer:

H.A.: Proposer has more than seven (7) years of relevant consulting experience within New England

A: Proposer has between four (4) and seven (7) years of relevant consulting experience within New England

N.A.: Proposer has less than four (4) years of relevant consulting experience within New England

Marine and Harbor Technical Expertise of Staff

HA: Proposer's staff has substantial marine and harbor/waterway/watershed management/analysis

A: Proposer staff has moderate experience in marine and harbor/waterway/watershed management/analysis

NA: Proposer's staff has little experience in marine and harbor/waterway/watershed management/analysis

Technical Approach to Successfully Completing Project

HA: Proposer demonstrates innovation and creativity in their approach/methods to updating *Action Plan*

A: Proposer demonstrates satisfactory and somewhat creative approach/methods to updating *Action Plan*

NA: Proposer demonstrates little creativity and unsatisfactory

Implementation Plan for Successfully Completing Project & Fulfilling Scope of Work

HA: Proposer provides detailed and realistic implementation plan of how the scope of work will be fulfilled, meeting and reporting milestones achieved

A: Proposer provides satisfactory implementation plan of how the scope of work will be fulfilled, meeting and reporting milestones achieved

NA: Proposer's implementation plan does not clearly demonstrate that the scope of work will be fulfilled, and that meeting and reporting milestone will be achieved.

Familiarity with Nantucket Zoning / Wetland bylaws

HA: Proposer illustrates a thorough familiarity with Nantucket Zoning and Wetland bylaws

A: Proposer illustrates basic knowledge of Nantucket Zoning and Wetland bylaws

NA: Proposer is not familiar with Nantucket Zoning and Wetland bylaws

Support Services:

H.A.: Proposer handles all support services, including but not limited to the preparation of reports, notes, and handouts, plans, diagrams, electronic equipment

A: Proposer handles limited support services, including but not limited to the preparation of reports, notes, handouts, diagrams, electronic equipment

N.A.: Proposer handles no support services

V. RULE FOR AWARD.

The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

VI. BASIS OF COMPENSATION.

The contract awarded will be a fixed price contract.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Date

Please Print Name

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective _____, 2005, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administrator, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **xxxxxxxxxx** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the TOWN a perpetual, royalty-free exclusive license in such items. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

- (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

[signatures next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET, MASSACHUSETTS:

CONTRACTOR:

C. Elizabeth Gibson
Town Administrator

Name
President

Funding Org/Obj:

FEIN:

Approved as to Funds Available

Constance Voges, Finance Director

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services (§2.1):**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):**
8. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount:**
 - b. **Payment Increments:**
 - 25% of total contract amount upon submittal and satisfactory completion of the evaluative summary of the 1993 Harbors Action Plan
 - 25% of total contract amount upon satisfactory conclusion of 6 -8 public hearings.
 - 25% of total contract upon submittal and satisfactory completion of draft updated report\
 - 25% upon submittal to and acceptance of final report by the Board of Selectmen
 - c. **Reimbursable Expenses (if any):** None.

PROPOSAL CHECKLIST

In order to simplify the evaluation process and obtain the maximum degree of comparison between proposals, the Town has prepared this checklist for all responders to use in compiling proposals.

- ☐ Non-price (technical) proposal
- ☐ Price proposal (separate from the technical proposal)
- ☐ Certificate of Non-Collusion.
- ☐ Tax Compliance Certification.
- ☐ Signed signature page of Town of Nantucket contract enclosed herein to indicate that responder is willing to enter into said contract.